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## **PART I - THE SCHEDULE**

### **SECTION F** **DELIVERIES OR PERFORMANCE**

#### **F.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference ((Feb 1998)**

NOTICE: The following solicitation provision/contract clause pertinent to this section is hereby incorporated by reference. The contracting officer will make full text available upon request. Also full text is accessible electronically at: [www.arnet.gov/far](http://www.arnet.gov/far).

#### **FAR 522.247-34 F.O.B. Destination (Nov 1991)**

#### **F.2 Delivery Schedules**

F.2.1 NLS/BPH will indicate to the contractor on the written instructions accompanying the master tapes the scheduled shipping date (SSD) for each title assigned. The SSD is the date by which shipping of all copies of a cassette book shall be completed. SSDs will be determined based on the length of the title and will include seven (7) calendar days from the date of receipt at NLS/BPH for review of cassette control copy and intermaster. The standard time period for each duplication title will be seventy (70) days from date of scheduled start date. NLS/BPH will revise the SSD if NLS/BPH has in any way caused a delay. The contractor shall be responsible for notifying COTR or contract monitor in advance of any instance when it cannot meet the SSD. In this event, NLS/BPH will consider the cause of potential failure to meet the SSD, and 1) either set a revised SSD, or 2) retain the original SSD. Any title shipped after its SSD will be considered a late delivery.

F.2.2 NLS/BPH will determine the difference between the SSD and the actual ship date (SC) for each title shipped. If a title is shipped after its original SSD but before its revised SSD, the difference will be considered zero (0) days (i.e., no early delivery credit will be given). The average of all these differences will be the contractor's average deviation from scheduled ship date. When ten percent (10%) or more of the contracted number of titles have been scheduled for shipment and the average deviation exceeds a negative five (5) days, or the number of titles shipped late exceeds twenty-five percent (25%) of titles shipped, NLS/BPH may consider partial termination (reduction of titles) or termination for default.

F.2.3 In the event a SSD supplied by NLS/BPH falls on a Sunday or holiday, the contractor shall ship before this date to avoid a late shipment.

#### **F.3 Delivery Verification**

The contractor shall not commence duplication of a title without approval of cassette control copy and intermasters by NLS/BPH Quality Assurance Section. Actual delivery will be audited by NLS/BPH through reports from receiving libraries. At any time during the term of this contract or

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extensions, NLS/BPH may require the contractor to submit additional proof of delivery, such as a certificate of mailing.

**F.4 Period of Performance**

The period of performance for the base year of this requirement commences with the date of this award and continues until expiration of warranty period for last title shipped. In addition, the government reserves the right to exercise one option year following completion of the base year.

**F.5 Shipment**

Shipment of materials under this contract shall be made through the United States Postal Service (U.S.P.S.) under the provisions of section E040 of the U.S.P.S *Domestic Mail Manual* "Free Matter for the Blind and Other Handicapped Persons." Contractor shall arrange for the delivery of the completed work to the post office or for pick-up by the post office.

**F.6 Option to Increase or Decrease Quantities**

The Library reserves the right, at its option, to increase or decrease the quantity awarded by not more than twenty-five percent (25%), and the successful bidder agrees to accept such increase or decrease at the same unit prices as provided in the contract for the awarded quantities. Delivery of any additional quantities ordered pursuant to this clause shall be made within the same number of days after receipt of notice of increase as provided for delivery of the initial contract quantities. This provision shall be read in extension of, and not in limitation of, option provisions in section I.

**F.7 Completion of Prior Contracts**

If performance on contracts with NLS/BPH in progress at time of award of this contract deteriorates in terms of quality of work or timeliness of delivery, or, if such contracts are not completed satisfactorily, or if in the opinion of the contracting officer defects found to be caused solely through the fault of the contractor are of such serious nature that substantial performance of such contracts is not being achieved, the government may consider such performance to determine its impact on performance under this contract in terms of quality of work and timeliness. If the deterioration or failure of performance is determined to negate responsibility of the contractor as being able to meet requirements of this contract, the government may consider partial termination (reduction of titles) or termination for default.